



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

## IN THE CLUB COURTS.

SUPREME COURT OF THE AMES-GRAY.

*Contract implied in law. Improvement of another's property under mistake, in good faith.*

The facts were the same as in *Mining Co. v. Hertin*, 37 Mich. 332. The plaintiff, under a *bona-fide* mistake as to boundaries, cut trees on the defendant's adjoining land, converted them into cord-wood, and hauled them to the shore of the lake. The wood there was worth three times as much as it was in its original condition. The defendant, then finding out for the first time what had been done, took possession of the wood, and received the benefit of all the plaintiff's labor, for which *indebitatus assumpsit* is brought.

The plaintiff contended that the defendant had enriched himself at the plaintiff's expense, that the plaintiff was not officious in his conduct, so the common counts would lie. *Ambrose v. Kerrison*, 10 C. B. 776; *Chase v. Corcoran*, 106 Mass. 286. That there is an equity in favor of the plaintiff is shown by the fact that a bill in equity would lie for the value of the improvements, in the analogous case of realty improved under a mistake. *Bright v. Boyd*, 1 Story, 478; *Thomas v. Thomas*, 16 B. Mon. 420.

The defendant argued that the law would not imply a consent to a trespass. As he had no knowledge of the plaintiff's labor there was no implied assent to it.

The court decided in favor of the defendant. A trespasser at common law is a wrong-doer; no wrong can give the wrong-doer a right of action. The cases in equity do not apply, for equity can probe the plaintiff's conscience; they rather show there is no remedy at law. In the cases cited, where recovery was allowed, the plaintiff had not exceeded his legal rights.

SUPERIOR COURT OF THE POW-WOW.

*Tort for injury to horse from a barbed-wire fence.*

The ground of action in this case consisted of two facts, viz., the erection of the fence by the defendant and consequent injury to the plaintiff's horse.

The defendant demurred, maintaining that he was not liable unless the plaintiff also declared and proved that the fence was erected in an improper place, where the injury complained of would be the natural result. In support of this defence the defendant cited *Polak v. Hudson*, *New Jersey Law Journal*, Feb., 1887, p. 43, a case directly in point, in which the defendant's liability, according to the charge to the jury, seems to turn on the fact that the defendant placed the fence between his land and the plaintiff's pasture, knowing that the plaintiff was accustomed to turn a young colt into the pasture, and that, therefore, injury would naturally follow.

But the court held that a barbed-wire fence, *per se*, was so dangerous, that in case of resulting injury the plaintiff should be allowed to recover, unless the defendant, confessing the plaintiff's cause of action to be good, could also show that, from the nature of the ground, as, for example, a thick woodland, or from public policy, as fencing with barbed wire tracts of prairie land to prevent stampede, the maintenance of the fence was justifiable.